

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:

MARIA DE LOURDES RODRIGUEZ  
MARTINEZ

DEBTOR

CASE NO. 19-07178 ESL

CHAPTER 7  
ASSET CASE

**JOINT STIPULATION FOR SETTLEMENT**

TO THE HONORABLE COURT:

**COMES NOW** Chapter 7 Trustee, Noreen Wiscovitch Rentas, and the Debtor Maria de Lourdes Rodriguez Martinez, appearing through her attorney of record and before this Court most respectfully state and pray:

**PROCEDURAL BACKGROUND**

1. The bankruptcy proceeding concerning the Debtor herein was filed under a Chapter 7 on December 9, 2019. On December 10, 2019, Noreen Wiscovitch Rentas, Esq., was appointed Trustee of this Chapter 7 Estate. (See Docket No.'s 1 & 4).

2. The 341 meeting of creditors was held on January 09, 2020. Upon this meeting, the Trustee identified potential assets that may be susceptible for liquidation for the benefit of creditors.

3. At Schedule A/B, Docket No. 01, filed by the Debtor under penalty of perjury, among others, the Debtor discloses personal property described as a 2004 Mitsubishi Outlander motor vehicle.

4. Upon review of Debtor's Schedules and absent a claim for a applicable exemption on this asset the Trustee determined to prosecute the liquidation of the vehicle, this for the benefit of the creditors of the Estate.

5. The Trustee and counsel for the Debtor have discussed and conferred among themselves regarding Debtor's intent to purchase the nonexempt and unencumbered portion of this asset and they have come to the following settlement stipulation and respectfully submit the same to the consideration of this Honorable Court.

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**SETTLEMENT AGREEMENT**

6. The nonexempt and unencumbered portion of the vehicle has been estimated by the appearing parties in the amount of \$1,200.00.

7. Thus, Debtor will pay the herein bankruptcy Estate the amount of \$1,200.00 (the "Settlement Payment"). The Debtor will pay the Trustee a monthly payment of \$120.00 for ten (10) consecutive months to cover the abovestated \$1,200.00 Settlement Payment.

8. In consideration of the Settlement Payment and all mutual considerations entered into in this Stipulation, the Chapter 7 Trustee will abandon any and all interest in the vehicle.

9. For this settlement agreement to be binding for the parties, this settlement agreement is subject to notice and Order to be entered by Honorable Court.

10. This Settlement Agreement constitutes a settlement and compromise to avoid litigation. Neither the offer nor acceptance of the terms of the Settlement Agreement represent an admission of liability or fault on the part of any party, but instead represents a resolution of the parties claims deemed by the parties to be mutually favorable and made by mutual agreement.

11. There will be no imposition of fees, costs and expenses on any part.

12. This Agreement constitutes the entire agreement between the Parties and is entered into by the Parties without reliance upon any statement, representation, promise, inducement or agreement not expressly contained herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a writing duly executed by all of the Parties.

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13. Each party hereto and his, her or its respective counsel or representatives have had an opportunity to review this Agreement and agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

14. The parties submit that the Settlement Agreement is in the best interests of, and in the benefit for the estate since it will put an end to litigation. *In re Mailman Steam Carpet Cleaning Corp.*, 212 F.3d.632 (1<sup>st</sup> Cir.), *cert denied*, 531 U.S. 960 (2000). Furthermore, the same will assist the Chapter 7 trustee in the liquidation of this bankruptcy estate. *In re Martin*, 91F.3d.389 (3d.Ci.1996); *Accord: In Re Heatbrow Int'l Inc* , 136 F .3d.45(1<sup>st</sup> Cir. 1988).

15. **Effectiveness:** This Settlement Agreement shall become effective immediately following execution by each of the parties and this Honorable Court's approval.

16. **Resjudicata:** This Agreement is considered a final adjudication of any matter contained in the same and will have immediate effect of *res judicata* for all the parties, whose approval by the Honorable Bankruptcy court is respectfully requested.

**NOTICE TO PARTIES IN INTEREST**

**NOTICE TO ALL PARTIES:** Within twenty one (21) days after service as evidence by the certification below and additional three (3) days pursuant to Fed.R.Bankr.P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or the appropriate response to this motion with the Clerk's Office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed



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herein, the motion will be unopposed and may be granted unless: (1) the requested relief is forbidden by law; (2) the requested relief us against public policy; or (3) in the opinion of the Court, the interest of justice requires otherwise. Should a timely objection be filed, a hearing on such objection will be scheduled by the Court.

**WHEREFORE**, the parties to this settlement agreement pray this Honorable Court to be informed of the terms of this Joint Stipulation and, to enter Order approving the Joint Stipulation of this case with any further relief as may be deemed appropriate.

In this testimony of which the undersigned execute this Settlement Agreement in San Juan, Puerto Rico, this 30<sup>th</sup> day of January, 2020.

<u>/s/ Roberto Figueroa Carrasquillo</u> USDC #203614 RFIGUEROA CARRASQUILLO LAW OFFICE PSC ATTORNEY FOR the Debtor PO BOX 186 CAGUAS PR 00726 TEL NO 787-744-7699 FAX 787-746-5294 Email: <a href="mailto:rfc@rfigueroalaw.com">rfc@rfigueroalaw.com</a>	<u>/s/ Noreen Wiscovitch Rentas</u> Noreen Wiscovitch Rentas, Esq. Chapter 7 Trustee PMB 136 400 CALAF STREET SAN JUAN, PR 00918 Email: <a href="mailto:noreen@nwr-law.com">noreen@nwr-law.com</a>
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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY:** that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filling the parties appearing in said system, including: the Trustee NOREEN WISCOVICH RENTAS, [noreen@nwr-law.com](mailto:noreen@nwr-law.com); ROBERTO FIGUEROA CARRASQUILLO on behalf of Debtor MARIA DE LOURDES RODRIGUEZ MARTINEZ, [rfc@rfigueroalaw.com](mailto:rfc@rfigueroalaw.com); MONSITA LECAROSZ ARRIBAS, [ustpregion21.hr.ecf@usdoj.gov](mailto:ustpregion21.hr.ecf@usdoj.gov); UNITED STATES TRUSTEE [ustpregion21.hr.ecf@usdoj.gov](mailto:ustpregion21.hr.ecf@usdoj.gov).

**I HEREBY CERTIFY:** That on this same date a copy of the foregoing document has been hand delivered to the **UNITED STATES TRUSTEE** and mailed by first class mail to **Maria De Lourdes Rodriguez Martinez** at Urb Res Bairoa N4 Santa

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Maria Street, Caguas PR 00725 and to all creditors and parties in interest (CM/ECF non-participants) as detailed in the attached master address list.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 30<sup>th</sup> of January of 2020.

s/Roberto Figueroa Carrasquillo  
USDC #203614  
RFIGUEROA CARRASQUILLO LAW OFFICE PSC  
ATTORNEY FOR the Debtor  
PO BOX 186 CAGUAS PR 00726  
TEL NO 787-744-7699 FAX 787-746-5294  
Email: [rfc@rfigueroalaw.com](mailto:rfc@rfigueroalaw.com)

Label Matrix for local noticing  
0104-3  
Case 19-07178-ESL7  
District of Puerto Rico  
Old San Juan  
Thu Jan 30 09:25:12 AST 2020

Firstbank Puerto Rico  
PO Box 11856  
San Juan, PR 00910-3856

Solidus Services LLC  
1519 Ponce de Leon Suite1118  
San Juan, PR 00909-1722

NOREEN WISCOVITCH RENTAS  
PMB 136  
400 CALAF STREET  
SAN JUAN, PR 00918-1314

US Bankruptcy Court District of P.R.  
Jose V Toledo Fed Bldg & US Courthouse  
300 Recinto Sur Street, Room 109  
San Juan, PR 00901-1964

Island Finance  
PO Box 71504  
San Juan, PR 00936-8604

MARIA DE LOURDES RODRIGUEZ MARTINEZ  
URB RES BAIROA N4 SANTA MARIA STREET  
CAGUAS, PR 00725-1564

ROBERTO FIGUEROA CARRASQUILLO  
PO BOX 186  
CAGUAS, PR 00726-0186

FIRST BANK  
CONSUMER SERVICE CENTER  
BANKRUPTCY DIVISION (CODE 248)  
PO BOX 9146 SAN JUAN PR, 00908-0146

Sears/Cbna  
PO Box 6217  
Sioux Falls, SD 57117-6217

MONSITA LECAROS ARRIBAS  
OFFICE OF THE US TRUSTEE (UST)  
OCHOA BUILDING  
500 TANCA STREET SUITE 301  
SAN JUAN, PR 00901

End of Label Matrix  
Mailable recipients 10  
Bypassed recipients 0  
Total 10